

II. "GROWER" OBLIGATIONS:

- A. Furnish building(s) as approved by **Murphy**, and all equipment necessary for the care and maintenance of pigs to raise them to market size. Annually conduct all reasonable and necessary repairs and maintenance required to maintain a quality environment for the pigs. Provide for all necessary water, electricity, bedding, and the regular cleaning of animals and facilities. Maintain the general area of the facilities as required by **Murphy**.
- B. Practice humane husbandry, as decreed by **Murphy** in manuals or otherwise from time to time, in the care of all pigs under **Grower's** care and control. Provide the labor and supervisors necessary to care and maintain and to load and unload **Murphy** pigs at the **Grower's** premises.
- C. Agree that no other swine will be housed on the **Grower's** real estate or structures located on said real estate and agree to limit all physical exposure of supervisors and labor to non-**Murphy** pigs.
- D. Execute a Contract Grower Receipt (CGR) each time pigs are delivered to or removed from **Grower's** premises and submit the completed CGR to **Murphy**. **Grower** agrees that no pigs shall be removed from **Grower's** premises without the advance consent of **Murphy**.
- E. Execute and deliver any written report as required by **Murphy** for production information. All death loss shall be communicated as required by **Murphy**.
- F. Agree that **Murphy** personnel shall have the right to enter **Grower's** premises to inspect **Murphy** pigs at all times and **Murphy** shall have the right to enter and remove **Murphy** pigs at any time. The **Grower** agrees to grant to **Murphy** or successors in interest permanent access to the property herein described for a period of not less than the term of the **Contract**. **Grower** guarantees to **Murphy** all rights to ingress and egress to provide for proper access to the hog confinement facility on the property legally described below for a period of not less than the term of the **Contract**.
- G. Maintain and renew annual PQA certification or other appropriate quality standards and to administer any animal drugs according to PQA or other quality recommendations.
- H. Properly dispose of all animal nutrients as **Murphy** may specify from time to time on a regular and sufficient basis. Prevent all nuisances that may be created by such handling and disposal of animal nutrients. **Grower** further agrees to comply with all Federal, State, and local environmental laws in the disposal of such animal nutrients. **Grower** shall grant and convey to **Murphy** the right to dispose of all animal nutrients on real estate of not less than the minimum acres needed to meet state regulatory requirements for a nutrient management plan. **Grower** shall either own or lease sufficient acres during the term of this contract to meet such regulatory requirements.

For all such required acres, **Grower** shall implement and maintain an environmental file which would be consistent with sound environmental management and agronomy practices as **Murphy** may specify from time to time. Such file and practices shall be reviewed by **Murphy** including but not limited to soil testing.